

Version

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GUAM PROPERTY ASSESSMENT SYSTEM (GPAS)
Request for Proposal

Department of Revenue & Taxation (DRT)

Issuance Date: September 26, 2008

AMENDED: November 26, 2008

DEPARTMENT OF REVENUE & TAXATION

Request for Proposal

© Guam Property Assessment System (GPAS)
Department of Revenue & Taxation
gpas_rfp@guam.gov

General Information for Firms

The purpose of this document is to provide interested parties with information needed to prepare and submit a proposal for a Guam Property Assessment System (GPAS), as defined herein, that will meet the operational needs of the Real Property Tax Division (RPTD) of the Department of Revenue & Taxation (DRT) and the Department of Land Management (DLM).

Because all land transactions are recorded at DLM, the proposed system must include functionality that will allow the DLM to record information required for recording land transactions and make this information available for the DRT for tax assessment and billing purposes. Currently, both agencies use separate software applications and this RFP aims to consolidate both Department into a common land management and property tax application to improve efficiency and accuracy by minimizing the redundant data entry.

At a later stage, permitting information from the Department of Public Works (DPW) will be interfaced into the CAMA system as needed.

The Government of Guam (GovGuam), as represented by the Department of Revenue & Taxation, intends to use this process to award one Contract to a single primary vendor. If the requirements of this Request for Proposal cannot be met by a single vendor, multiple vendors may work together and submit their proposal under one prime vendor. The prime vendor receiving the award for this Contract will be responsible for all sub-contractors/partners under this Contract.

The Request for Proposal (RFP) document details general information about the GPAS project. Vendors are responsible for accessing and viewing the attachments. A copy of this RFP will be available online on the DRT website: <http://drt.guam.gov> and the BIT website at <http://bit.guam.gov>

The RPTD is responsible for the valuation and assessment of properties, the determination of equalized values island wide, the establishment of uniform property assessment standards and practices, and administration of credits.

For purposes of this document, Department of Revenue & Taxation (DRT) and the Department of Land Management (DLM) will be referred to as “the department.”

Notice for firms downloading the RFP online.

Prospective vendors who download RFPs are required to register their intent to submit proposals via email to the gpas_rfp@guam.gov. Notices of intent should include company contact name, address, and point of contact information and include an email address. The government will confirm receipt of the intent to submit via email. **Proposals from companies or individuals that have not registered their intent to participate in the RFP will not be considered for award.**

Government of Guam procurement rules require that all potential vendors be notified, and acknowledge receipt of any amendments to RFPs. Amendments will be available from the contact persons identified in the RFP and will also be posted on this website.

1.1. Issuing Office

The Department of Revenue & Taxation (DRT), in conjunction with the Department of Land Management (DLM) and the Bureau of Information Technology of the Government of Guam, issues this Request for Proposal (RFP).

Proposals will be submitted to the *Artemio B. Ilagan, Director, Department of Revenue and Taxation* at the following address:

GovGuam GPAS RFP
Department of Revenue and Taxation
PO Box 23607
GMF Barrigada, Guam 96921

Or

Physical address: GovGuam GPAS RFP
Department of Revenue and Taxation
1240 Route 16 Army Drive
Barrigada, Guam 96913

Procurement Schedule:

<u>Event</u>	<u>Date and Time</u>
RFP Issuance	September 26, 2008 at 10:00 am
Pre-bid Conference Call (Mandatory)	October 14, 2008 at 10:00 am
On-site visit (Mandatory)	November 12-13, 2008 at 10:00 am
Inquiry Submission Deadline	December 2, 2008 at 5:00 pm
Inquiry Response Deadline	December 9, 2008 at 5:00 pm
Proposal Submission Deadline	December 30, 2008 at 10:00 am

All events will be held at the Department of Revenue & Taxation Conference Room. Business hours of the department for the purposes of the RFP are from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for official government of Guam holidays.

1.2. Procurement Guidelines and Conditions

1.2.1. Preparation of Proposal

Proposals must be prepared to conform by means of all instructions, conditions, and requirements included in the RFP. Firms are required to examine all documentation. Failure to observe all terms and conditions will be at the firm's risk.

1.2.2. Cost of Proposal Preparation

There is no expressed or implied obligation for the government of Guam to reimburse responding firms for any expenses incurred in preparing any proposal in response to the RFP.

1.2.3. Type of Contract

It is contemplated that a firm fixed price contract will be awarded. In addition to the provisions of the RFP; any additional clauses or provisions required by the laws and regulations of the government of Guam that is in effect at the time of execution of the contract will be included. Due to the current government financial constraints it may elect to lease the software and/or services for a period not to excess more than five (5) years. The government will not begin the lease plan until user acceptance for each phase is approved.

1.2.4. Revisions to the RFP

The Department has the right to amend the RFP at any time. In the event that it is necessary to revise any part of the RFP, an amendment will be provided to all firms who are known to the Department as having received the RFP. Acknowledgement of receipt of all issued amendments shall be required from all firms.

1.2.5. Cancellation of the RFP

The Department may cancel the RFP, in whole or in part at any time, or reject any or all proposals submitted in response to the RFP. When such action is taken, it is determined to be fiscally advantageous to the Department, in other words, in the best interest of the Department.

1.2.6. Pre-proposal Conference

A pre-proposal conference for all firms interested in submitting a proposal will be held at **10:00 a.m. on October 14, 2008** at the Department of Revenue and Taxation Barrigada Heights, Guam. After this pre-proposal conference, any inquiries concerning the Request for Proposals should be submitted in writing or by email no later than **December 2, 2008 at 5:00 p.m.** Questions formally submitted to the Department will be responded to in writing and sent expeditiously to all recipients of the RFP. Any revisions to the RFP as a result of the conference shall be made exclusively through the issuance of an amendment.

All questions and correspondence after the pre-proposal conference should be directed to the department and email address: gpas_rfp@guam.gov.

*Artemio B. Ilagan, Director
Department of Revenue & Taxation
GovGuam GPAS RFP
1240 Route 16 Army Drive
Barrigada, Guam 96913*

1.2.7. *Site Visits/Remote Conference Calls*

Site visits to the DRT & DLM offices are scheduled for November 11 and 12 and are mandatory for all offerors. Any information which firms might obtain during the visits or conference calls will be considered official documents.

1.2.8. *Duration of Proposal Validity*

Proposals will be valid for one-hundred twenty (120) days following the closing date of the RFP. This period may be extended by written mutual agreement between the firm and the government of Guam.

1.2.9. *Disclosure of Major Shareholders*

As a condition of submitting a proposal, any partnership, sole proprietorship or corporation doing business with the department shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the said partnership, sole proprietorship, or corporation at any time during the twelve (12) month period immediately preceding submission of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship, or corporations, which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the proposal for the firm and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

1.2.10. *Submission of Proposals*

To be considered, eight (8) copies of the proposal must be received by at the place of official business by **10:00 a.m. December 30, 2008**. The proposal shall be signed by an official authorized to obligate the firm.

1.2.11. *Late Proposals*

Any proposals received after the date and time specified in Section 1.2 will not be considered. The time of receipt of a proposal will be the date-time stamp placed by the department on the proposal wrapper or other documentary evidence attached to the proposal.

1.2.12. *Withdrawal of Proposals*

Proposals may be withdrawn by written or facsimile notice received by the department at any time prior to award. Proposals may be withdrawn in person by a firm or the firm's

authorized representative, provided that the identification of the representative is verified and a receipt for the proposal is signed by the representative.

1.2.13. Oral Presentations

Firms may be required to participate in oral discussion of their proposal. Should the department elect to conduct such discussions for the purposes of proposal clarification, this will be accomplished by conference at a mutually agreeable time. Firms should, however, present proposals which are complete and comprehensive in all ways since the department reserves the right to award a contract without further discussions.

1.2.14. Proposal Acceptance

The Department reserves the right to accept or reject any or all proposals, in whole or in part received as a result of the RFP; to waive minor irregularities, in any manner necessary; which serves in the best interest of the Department.

Proposals should be submitted on the most favorable terms available to the department from a price and technical standpoint. It is understood that proposals will become part of the official file, except for those sections of the proposal that are specifically requested to be kept *confidential* to the Department.

1.2.15. Unsuccessful Firms

The department will notify all firms of any award issued as a result of the RFP. Unsuccessful firms will be notified in writing no later than thirty (30) days after the award of a contract to the successful firm.

1.2.16. Department Use of Proposal Ideas

The Department has the right to use any or all ideas and concepts presented in any proposal received in response to the RFP unless the firm presents a statement of objection in their proposal. In no event will the department be precluded from the use of ideas, which are not proprietary information of the firm, and so designated in the proposal, or which:

- A. Were known to the Department before submission of such proposal or;
- B. Properly became known to the government thereafter, through other sources or through acceptance of the firm's proposal

1.3. Contractual Conditions

1.3.1. Final Payment and Release of Claims

Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the agreement. Prior to final payment; and as a condition precedent thereto, the firm shall execute and deliver to the department, a release in a form approved by the department of claims against the department arising under and by virtue of the agreement.

1.3.2. Written Notice of Claims

The firm will, within thirty (30) days, after any claim accrues arising out of, or in connection with the employment provided herein; give written notice to the department of such claim, setting forth in detail all the facts relating thereto and the basis for such

claim; and that the firm will not institute any suit or action against the department in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by the firm of his compliance with the provisions of this paragraph shall be a condition precedent to any recovery; and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

1.3.3. *Scope of Agreement*

The agreement resulting from the RFP supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retainment of the firm by the Department and contains all of the covenants and agreements between the parties with respect to such retainment in any manner whatsoever. Each party to the agreement acknowledges that no representation, inducements, promises, or agreements; orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which, are not embodied herein, and that no other agreement, statement, or promise not contained in the agreement shall be valid or binding. Any modification of the agreement will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and the entire agreement, the signature of the Director of the Department of Revenue & Taxation is the only signature that will bind the Government of Guam.

1.3.4. *Responsibility of the Firm*

The firm shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The firm shall, without additional cost to the department, correct or revise all errors or deficiencies in his/her work identified during the term of the agreement.

The department's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the agreement or of any cause of action arising out of the firm's failure of performance, and the firm shall be and remain liable to the Department for all direct costs which may be incurred by the department as a result of the firm's negligent performance of any of the services performed under the agreement.

1.3.5. *Assignment of Agreement*

The firm may not assign the agreement, or any sum becoming due to the firm under the provisions of the agreement, without the prior written consent of the department.

1.3.6. *General Compliance with Laws*

The firm shall be required to comply with all federal and territorial laws and ordinances applicable to work.

1.3.7. *Retention and Access to Records and Other Review*

The firm, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the contract; for inspection

by the department. Each subcontract by the firm pursuant to the agreement shall include a provision containing the conditions of the section.

1.3.8. *Ownership of Documents*

All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the Department including all publication rights and copyright interests, and may be used by the department without any additional cost to the department. All documents that form part of the RFP are the property of the department and cannot be reproduced without the department's authorization.

1.3.9. *Indemnity*

The firm agrees to save and hold harmless; the department, its officers, agents, representatives, successors, and assigns other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the firm, the firm's officers, agents, servants, or employees under the agreement.

1.3.10. *Change Order*

The government may at any time, by written order, make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing work under the agreement, or in the time required for the work to be completed, an equitable adjustment shall be negotiated and the agreement shall be modified in writing accordingly.

1.3.11. *Severable Provisions*

If any provision of the agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

1.3.12. *Governing Law*

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the Territory of Guam

1.3.13. *Effective Date of Agreement*

This agreement shall take effect upon the date it is signed by the government of Guam and the date of this agreement shall be the date upon which the governor affixes his signature.

1.3.14. *Department not Liable*

The Department assumes no liability for any accident or injury that may occur to the firm, his or her agents, dependents, or personal property while en route to or from this department or during any travel mandated by the terms of the agreement. The Department shall not be liable to the firm for any work performed by the firm prior to the approval of the agreement by the Director(s), and the firm hereby expressly waives and all claims for service performed in expectation of the agreement prior to its approval by the Director(s).

1.3.15. *Nondiscrimination in Employment*

The firm agrees: (A) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as

reasonably to preclude the performance of such employment; **(B)** to include a provision similar to that in *Subsection A* above in any subcontract except a subcontract for standard commercial supplies or raw materials; and **(C)** to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.3.16. Termination for Default

1.3.16.1. Default

If the firm refuses or fails to perform any of the provisions of any agreement resulting from the RFP with such diligence, as will ensure its completion within the time specified in the contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions or commits any other substantial breach of this contract, the Director(s) may notify the firm in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Director, such official may terminate the firm's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Director(s) may procure similar supplies or services in a manner and upon terms deemed appropriate by the Director(s). The firm shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

1.3.16.2. Firm's Duties

Notwithstanding termination of the contract and subject to any directions from the Director(s), the firm shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the firm in which the territory has an interest.

1.3.16.3. Compensation

Payment for completed supplies delivered and accepted by the department shall be at the contract price.

1.3.17. Termination for Convenience of the Department

The performance of work under this contract may be terminated by the Department in accordance with this clause in whole, or from time to time, in part; whenever the Department shall determine that such termination is in the best interest of the department. The Director(s) shall give written notice of the termination to the firm specifying the part of the contract terminated and the effective date. The Department will pay all reasonable costs associated with this contract that the firm has incurred up to the date of termination and all reasonable costs associated with the termination of the contract. However, the firm shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination

1.3.18. *Delays and Extension of Time*

The Department unilaterally may order the firm in writing; to suspend, delay, or interrupt all or any part of the work for such period of time as they may determine to be appropriate for the convenience of the Department.

The firm agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, for any cause whatsoever during the progress of any portion of the work specified in the agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of either the firm or the subcontractor or suppliers.

The firm's access to Government of Guam personnel will be granted as needed. However, the competency/sufficiency of Department' staff will not be reason for relieving the firm of any responsibility for failing to meet required deadlines or producing non-acceptable deliverables.

1.3.19. *Suspension of Work*

If at any time during the term or the agreement, the Department determines that the best interests of the government would be served by temporarily suspending the development of the system, he/she shall do so by providing the firm with a written notice to that effect. The firm shall, immediately upon receipt of the notice, cease all affected operations for the period specified in such notice, said notice not to be unreasonably invoked.

The intent of this clause is to provide the government with a right to suspend development of the system in the event that a significant deficiency is discovered and to hold the progress of systems development in suspense pending a cure satisfactory to the Department of any such deficiency. All payments shall also be suspended pending the cure of such deficiency satisfactory to the Department.

1.3.20. *Disclaimer*

All statistical and fiscal information contained in the RFP, and any appendices or attachments of this contract reflect the information available to the government at the time of preparation of the above-cited documents. The government does not warrant the accuracy of any such information and shall not be liable for any errors or the results of errors, which may be discovered, at any time, to exist in those statements.

1.3.21. *Status of the Firm*

The firm and its agents and employees are independent contractors performing professional services for the Department and are not employees of the department. The firm and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of government vehicles, or any other benefits afforded to employees of the department as a result of the agreement.

1.3.22. *Payment of Taxes*

The firm shall agree that the responsibility for payment of taxes from the funds received by him under this contract shall be the firm's obligation and shall be identified under the firm's actual Federal Government Tax Identification Number(s).

1.3.23. *Compliance with Immigration Reform and Control Clause*

The firm will verify identity and work authorization of employees assigned to the project who are hired after November 6, 1986 and of any persons newly hired and assigned to the project within three (3) days of hire.

1.3.24. *Omissions*

In the event that the Department or the firm discovers any material omission in the provisions of the contract that is believed to be essential to the successful performance of the contract, each may so inform the other in writing and the Department and the firm shall, therefore, promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objective of the contract.

1.3.25. *Approvals Required*

The Department has the right to review any response that is selected as the successful proposal prior to execution of the contract. Contract awards, if any, resulting from the RFP are subject to appropriate government of Guam departmental and agency approvals.

1.3.26. *Prime Firm Responsibility*

The contract that results from the RFP will specify that the prime firm is solely responsible for fulfillment of the contract with the Department.

1.3.27. *Subcontractors*

Use of subcontractors shall be clearly explained in the proposal. Subcontractors, if any, must be identified and a complete description of their role relative to the proposal must be included. The selected firm, as Prime Firm; will be responsible for contract performance whether or not subcontractors are used. The firm shall not subcontract or assign all or any part of the services to be provided under the contract to any third party without the prior written consent of the Department.

1.3.28. *Products and Services: Copyright*

The firm must warrant that all products and services delivered under the agreement will not infringe upon or violate at any time any patent, copyright, trade secret, or other proprietary right of third party. In the event of a claim by any third party against the Department, the Department shall promptly notify the firm and the firm shall defend such claim in the department's name, but at the firm's expense, and shall indemnify and hold harmless the Department against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

1.3.29. *Warranty of Removal of Conflict of Interest*

The firm must warrant that it has no interest, and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of the contract.

1.3.30. *Order of Precedence*

The RFP and the successful firm's proposal will be made part of any resultant contract and will be incorporated in the contract as if set forth verbatim. In the event of a contradiction between the provisions of the documents comprising this contract, the contradiction shall be resolved by giving precedence in the following order:

- A. Provisions of the Contract (as it may be amended);
- B. Provision of the RFP (as it may be amended);
- C. Provisions of the Proposal (as it may be clarified or amended).

1.3.31. *Liability*

The firm assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes and for contributions to employment compensation funds and shall maintain at the firm's expense all necessary insurance for its employees including but not limited to worker's compensation and liability insurance for each employee.

1.3.32. *System Code and Documentation Ownership*

All system code and documentation required or produced, and created or customized by the firm, their employees, or subcontractors as a result of the services rendered under the agreement arising from the RFP will become property of the Department. Ownership rights will recognize and provide that all agencies of the government reserve royalty-free, non-exclusive, and irrevocable license to provide, publish or otherwise use and to authorize others to use all system code and documentation which is required or produced as a result of the agreement.

1.3.33. *Right to Publish*

Throughout the term of the agreement, the firm shall secure the department's written approval prior to the release of any information, whatsoever which pertains to work activities covered by the agreement.

1.3.34. *Confidentiality*

All material and information provided to the firm by the Department or acquired by the firm in performance of the contract, whether verbal, written, recorded magnetic media, or otherwise, shall be regarded as confidential information, and all necessary steps shall be taken by the firm to safeguard the confidentiality of such material or information in conformance with federal and government statutes and regulations. The firm agrees not to release any information provided without the express written consent of the Department. Such consent will be given only for purposes that will enable the firm to discharge its responsibilities hereunder. All access to tax data will be subject to disclosure authorization

1.3.35. *Savings*

The Department and the firm will acknowledge the possibility that substantial changes in federal regulations applicable to the contract could occur and will expressly agree to re-negotiate the contract as necessary to comply with such changes.

1.3.36. *Licensure*

The firm shall be fully licensed to do business in the Territory of Guam prior to the execution of the contract resulting from the RFP.

1.3.37. *Approval of Firm Personnel*

The firm certifies that the personnel identified in its response to the RFP are the persons actually assigned to the project. Any additions, deletions, or changes in personnel designated as key personnel in the firm's proposal must be submitted to the department,

with the exception of personnel who have terminated employment. Replacements for personnel are subject to the approval by the department. The department reserves the right to request replacement of any individual working under this contract.

1.3.38. Deduction of Damages from Payments

Amounts due to the department as liquidated damages may be deducted by the department from any money payable to the firm pursuant to this contract. The department shall notify the firm in writing of any claim for liquidated damages pursuant to this provision at least thirty (30) days prior to the date the department deducts such sums from money payable to *the firm*.

1.3.39. Review and Approval of Deliverables

The review and approval of all completed work (also referred to as “deliverables”) will be undertaken by the staff of the department or its designated agents. All completed work must be in conformance with the requirements set forth in this document. The department staff or its designated agents will review all work after it is completed and submitted by the firm in accordance with the following:

- A. Completed deliverables and all supporting documentation shall be submitted for review and approval.
- B. The department staff shall determine whether or not the deliverables meet the agreed specifications of the agreement; and whether or not the deliverables meet the agreed specifications of the agreement; and whether or not all time and date requirements have been met.
- C. If the deliverables are accepted by the department, the firm will be so notified in writing through a “Notice of Acceptance” letter.
- D. If any deliverable or any portion of a deliverable is not acceptable, the department shall notify the firm in writing of their deficiency(ies).
- E. If any deliverable is determined to be unacceptable, the department may exercise its rights under the Termination for Default Provision of the agreement. If the firm is permitted to alleviate the deficiency(ies), it will have ten (10) working days from the date of receipt of written notification from the department to bring the deliverable into compliance with the requirements of the agreement.

1.3.40. Terms of Payment

Firms must propose a deliverable-based payment schedule for each fiscal year of the contract. All work proposed for that fiscal year shall be completed by September 30 of the said fiscal year. Five percent (5%) of all payments due under the negotiated payment terms will be withheld until such time as the systems have been accepted by department for that fiscal year.

1.3.41. Invoices

Invoices shall be submitted to:

The Department of Revenue & Taxation

Invoices shall contain the following information:

- A. Firm's name and date of invoice.
- B. Contract no. or other authorization, for the delivery of products or services.
- C. A detailed description and price of products and services actually delivered.
- D. The name, title, phone number, and complete mailing address of the official and office where payment is to be sent.
- E. Firm's Federal Tax Identification Number.

Failure to provide the above information may result in the department withholding payment.

1.4. Liquidated Damages/Performance Bond

The following provisions regarding Liquidated Damages must be included in any agreement resulting from the RFP:

1.4.1. *Contract Performance Requirements*

The firm will be required to incorporate all applicable project mandatory requirements of the RFP into the agreement.

1.4.2. *Liquidated Damages – Failure to Meet Performance Requirements*

When the firm is given notice of delay or nonperformance as specified in Section 1.4.17 (Termination for Default) of the agreement and fails to cure in the time specified, the firm shall be liable for damages of delay in the amount of one-fourth (1/4) of one percent (1%) of the outstanding order per calendar day from the date set for cure until either the government reasonably obtains similar supplies or services if the firm is terminated for default, or until the firm provides the supplies or services if the firm is not terminated for default. To the extent that the firm's delay or nonperformance is excused under Section 1.4.19 (Delays and Extension of Time) of the agreement, liquidated damages shall not be due to the department. The firm remains liable for damages caused other than by delay.

1.4.3. *No Performance Bond shall be Required for the Procurement*

Firms should note that a substantial payment hold back and strict liquidated damages will be utilized to hold the selected firm accountable and liable for completion of all proposed work,

Evaluation and Selection Procedures

2.1 Selection Panel

A selection panel consisting of the members from the following areas will evaluate proposals submitted:

1. Department of Revenue & Taxation
2. Department of Land Management
3. Department of Administration – Data Processing
4. Bureau of Information Technology

The selection panel may request additional technical assistance from other sources, which could assist in reviewing (not evaluating) the responses for completeness and compliance with requirements. The department Director may make changes to the selection panel.

2.2 Qualifying Proposals

The selection panel will first review each proposal for compliance with required proposal mandatory features. Each mandatory feature must be addressed in the proposal and agreed to by the firm. The mandatory features are:

- Delivery of one (1) original and eight (8) copies each of the proposal;
- Proposal is signed by an authorized individual to bind firm;
- Proposal is valid for one-hundred twenty (120) days;
- The proposal is presented in the required format;
- Compliance with Disclosure of Major Shareholders provision;
- Contract Conditions have been agreed to;
- Compliance with US DOL Wage Determination
- Compliance of Non-Collusion Affidavit
- Special Provisions Sex Offenders

Failure to comply with these mandatory requirements will disqualify a firm's proposal. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived by the selection panel whenever it is determined to be in the department's best interest.

2.3 Evaluation

All proposals found to be in compliance with the mandatory requirements of the RFP will be subject to an evaluation based primarily on technical merits. The following criteria will be used to evaluate each proposal:

#	Evaluating Items	Points
1	Experience (5 points for each prior successful implementation of core modules)	25
2	Project Plan	15
3	Local Support	25
4	Personnel	10
5	Firm Qualifications	15
6	Technical Support	10
	<i>Total Points</i>	100

During the evaluation process, the selection panel and the Department reserve the right, where it may serve the department's best interest, to hold discussions with firms, to request additional information, to clarify pertinent items, or to allow corrections of errors or omissions. At the discretion of the department or the selection panel, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

2.4 Final Award

It is anticipated that the selection of a firm will be completed no later than **10:00 a.m. January 30, 2009**. Following the notification of the selected firm, it is expected a purchase order will be executed by General Services Agency upon the successful negotiation of the terms of the proposal between Department of Revenue & Taxation and successful offeror.

Information Required In Proposals

3.1 Minimum Information Required

1. Information should include as a minimum; the name of the firm, the location of the firm's principal place of business, and, if different, the place of the performance of the services;
2. The firm's business age and average number of employees over a previous period of time, as deemed relevant by the Procurement Officer;
3. The abilities, qualifications, and capabilities of the firm to provide the services should be presented;
4. A listing of other services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, must indicate if service(s) was customization or package.
5. A list of current employee's and education background that will be assign to the project.
6. Provide a list of vendors, contact person names, and phone numbers of the firms that have been provided services. This information is needed for the department to do background review.

3.2 Format of Proposals

The proposal should be presented in a clear and precise manner. The proposal should primarily address the technical aspects of the RFP. The format below will be followed:

Section 1:	Executive Summary of the Proposal
Section 2:	Company Profile and Qualifications
Section 3:	Project Plan
Section 4:	Technical Support and User Training
Section 5:	Cost Schedule – See NOTE

NOTE: *Section 5 (Cost Schedule) should not be submitted, until such time as it is requested for cost negotiations.*

Scope of Project

4.1 Project Description

The core modules of the software for the GPAS project must be a commercial off-the-shelf (COTS) product. The product should be flexible enough to allow the Contractor to customize/localize and develop add-on functionality based on local STAKEHOLDERS requirements. Project phases will create new efficient processes and an automated computer system that can replace the majority of existing STAKEHOLDERS systems and processes. Performance under a Contract awarded as a result of this RFP, may be reviewed and validated by a third party.

The following paragraphs provide information regarding GPAS required functionality and how that functionality will be implemented through phases, which comprise the first phase of the GPAS project. The projected delivery timeframe is discussed in PART 1 Section 1.2.4 Delivery and in the Projected GPAS Implementation Timeline found in PART II General RFP Requirements.

a. Stakeholders (CAMA)

- Department of Revenue & Taxation (DRT)
- Department of Land Management (DLM)
- Department of Administration (DOA)
- Department of Public Works (DPW)

b. Stakeholders (external data consumers)

- Guam Power Authority (GPA)
- Guam Environmental Protection Agency (GEPA)
- Guam Waterworks Authority (GWA)
- Guam International Airport Authority (GIAA)
- Port Authority of Guam (PAG)
- Guam Economic & Development Authority (GEDA)
- Department of Agriculture. (DOAg)
- Bureau of Statistics & Planning (BSP)

c. Functionality

GPAS will include the following functionality:

- Multiple property valuation

- Group account management
- Assessment administration (notices, letters and reports)
- Tracking and valuation of improvements
- Parcel tree/parenting information
- Interface into existing AS400 system (DRT Real Property System) to include billing, building, land assessments, and delinquency reporting.
- Interface into the government Point-of-sale (POS) systems being used at DLM & DRT
- Interface into existing Geographic Information Systems (GIS)
- Citizen web interface that will allow the general public to view, and/or settle tax property bills over the internet.
- Data storage and retrieval e.g. parcel and sales databases Statistical analysis
- Query capabilities
- Data import and export .
- Provide information to approved stakeholder applications.
- Workflow e.g. appeals tracking, field review and audits, mobile device functionality.
- Digital photos and sketches.
- Interface with DPW permitting system.
- Interface with existing IBM content management system

d. Implementation

The suggested implementation roadmap is listed below. This roadmap may be modified and broken down into phases by GovGuam where practical.

GPAS Base System includes:

- General system requirement definition
- Database design and maintenance
- Digital photos and sketches
- Query, analysis and reporting
- Data conversion

Sales database

Cost method of valuation

Valuation other than Cost includes:

- Land valuation
- Comparable sales analysis and valuation
- Sales ratio analysis
- Income approach
- Value reconciliation
- Compilation of values

Geographic Information System Integration

Field work, appeals and workflow

System administration and support is required with each phase.

e. Summary of Requirements

GPAS must be flexible, modular and consistent with modern software design. It must provide the ability to customize screen display and update business rules with limited source code changes. The database design must incorporate GIS, sketching and photo capabilities.

Appropriate documentation and training must be included in each phase.

The System must include land management functionality and support land information attributes including, but not limited to, property keys or codes, parcel and structural descriptions, property classification, legal descriptions, situs addresses, geographic location, boundaries and features, parcel history, ownership, loan companies, and bond companies.

The System must provide for secure access, including specific use restrictions. The System must use layer security and distinguish between internal and external users operating over a Wide Area Network.

The System will exchange data with stakeholders included in but not limited to these identified in section 1.2.1a including other GovGuam agencies, federal agencies, private sector businesses and private landowners. It must support export and import of ASCII, XML, Excel, and other standard formats.

Exchanged data will include items such as parcel land and improvement characteristics, ownership, attributes for Guam real estate parcels and property accounts, assessment rolls, legal descriptions, assessment and sales values data, and property updates.

Ad hoc query tools such as Crystal Reports and Statistical Analysis Software (SAS) could be used to analyze and report on GPAS tables. Users must be able to query all GPAS databases by selecting tables and fields. Reports must provide summary tabulations and statistical calculations, such as totals, subtotals, record counts and basic summary statistics.

Additionally, the System must maintain a seamless link and extract capability for advanced statistical calculations. Statistical functions would include frequency distributions, medians, means, standard deviations, coefficients of dispersion and concentration measures.

The System must provide a modern and flexible process to analyze data and estimate real and personal property assessed and market values. The analysis process must include all three standard approaches to property valuation: cost, sales comparison and income. The System must provide a mechanism to consolidate parcel information and value indications generated from the cost, income, and sales comparison approaches with appropriate management review and value overrides.

The system should collect data from real estate transfer activity for purposes of sales and market analysis among other things.

The System must provide administrative functions including notification rolls, assessment notices, full value rolls, and equated rolls. GPAS must provide an electronic interface using a common application programming interface (API) with existing government system as needed.

The System must provide an efficient method for dealing with taxpayer appeals; supporting tracking, scheduling all steps, providing notices and value changes in the appeal process. GPAS must also provide a worklist process. The process must maintain inspection scheduling and status information for each real property account, field review and sales fielding process.

The System should provide direct public access to various levels of information in a browser based format. Access to the background data should be available as a downloadable file.

All Documentation must include appropriate reference guides and manuals on the System, its use, and maintenance. The documentation should include references to forms, notices and reports underlying systems use, a comprehensive online help facility, and Quick Reference Guides by job functions.

The System should provide for data conversion as outlined by stakeholders. Data conversion involves converting existing electronic information GovGuam currently maintains into a Systems useable format.

The System must interface to the department's document content management system.

The project stakeholders anticipate that there will be future functionality required which will be addressed in subsequent phases of the GPAS project, not covered under this RFP.

4.2 Objectives

The following are GPAS objectives.

- a. Consolidate RPD & DLM into a common land management and property tax application.
- b. Make data more accessible for stakeholders see (See section 1.2.1a) who will include other GovGuam agencies, federal agencies, private sector businesses and private landowners.
- c. Increase the efficiency of GovGuam stakeholder agency work processes through process improvement, system and technology upgrades, and business process automation;
- d. Improve the accuracy and fairness of RPD outputs such as manufacturing and utility assessments and equalized values for GovGuam.
- e. Improve Stakeholders' ability to analyze and use data and meet statutory requirements.
- f. Enable the integration of GIS technology where applicable.
- g. GPAS will be the central collection point to fully realize the benefits of improvement projects such as Real Estate Transfer Return e-filing and other e-filing initiatives.

4.3 Current operations with current stakeholder workflows will be made available to interested bidders.

4.4 Delivery

The projected go-live date for the GPAS system covered by this RFP is March 2009.

The successful proposer, hereafter referred to as "the Contractor", DRT, and DLM will work together to determine the project start date and finalize a schedule for the phases of GPAS.

DRT & DLM reserve the right to review its priorities and determine in its sole discretion whether or not to proceed with the implementation of the next phase.

The warranty on all phases is 36 months from stakeholder acceptance of each phase.

PART II – GPAS REQUIREMENTS

Any vendor submitting a proposal for this RFP must respond to all requirements including the questionnaire in section III. Additional information is invited, however, unnecessary presentations beyond that sufficient to present a complete and effective proposal are not desired.

If vendor proposes to use subcontractors, associated companies, or consultants that will be involved in any phase of this project, vendor's response to the requirements must include pertinent subcontractor information also.

General RFP Requirements

The purpose of Part II General RFP Requirements is to obtain information on the vendor's ability to perform the work outlined in this RFP. The proposer is required to demonstrate corporate experience, technical capability and financial means to support the Contract.

Minimum Experience Requirements

In order for a proposal to be considered, a proposer must meet the following requirements:

1. Must have been in business, existing company or as the result of a merger, for a minimum of five (5) years.
2. Must have successful experience in designing and implementing web-based transaction systems in the past five (5) years.
3. Must have successfully designed and implemented property assessment/tax collection/land GIS systems within the past five (5) years. Vendors must have implemented a system that includes the following features:
 1. Property valuation
 2. Assessment administration (notices, letters and reports)
 3. Data import and export
 4. Statistical analysis
 5. Data storage and retrieval e.g. sales database
 6. Workflow e.g. appeals tracking, field review and audits
 7. Query capabilities
 8. Geographic Information Systems (GIS)
 9. Digital photos and sketches

Organization Capabilities

The proposer must provide detailed information regarding their previous contracts to demonstrate their qualifications (work it has successfully performed) that meet the minimum experience requirements.

For each qualification include:

1. Dates and a brief description of the project.
2. Indicate which staff proposed for the GPAS project participated in these prior engagements and the nature of your staff's role on each engagement.
3. Project results including a description of performance vs. specified budget and timeline.

Provide a list of all clients and organizations with whom you have completed projects similar in size and scope during the last five years.

Staff Qualifications

Provide a list of key staff that will be assigned to this project and the role they will have. If subcontractors are proposed, list subcontractor staff also. Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

The proposer must designate a project leader who will be responsible for this project.

Proposer References

Proposers must include a list of at least five (5) clients/organizations with whom the proposer has done business within the last five (5) years.

For each client/organization, the proposer must include the company name, address, contact person, title of contact person, project role and telephone number along with a brief description of the project or assignment, which was the basis for the business relationship.

Organizational Financial Summary

Upon request proposers must provide the most recent three (3) years of financial summary information to substantiate financial stability. Acceptable forms of information include:

- Third-party audited report.
- An annual financial report.

GovGuam reserves the right to request any additional information to substantiate financial stability.